

INDIANOLA MUNICIPAL UTILITIES



Electric • Communications • Water

**IMU Board of Trustees of the
Electric, Water and Communications Utilities
February 24, 2020
City Hall Council Chambers
5:30 p.m.**

Agenda

1. Call to Order
2. Roll Call
3. Public Comments
4. Consent Agenda
 - A. Claims for February 18 and February 24, 2020.
 - B. February 12, 2020 Minutes.
5. Electric Utility Action Items
 - A. Resolution in support of the Grow Solar Program.
6. Electric Utility Informational Items
7. Water Utility Action Items
8. Water Utility Informational Items
9. Communications Utility Action Items
10. Communications Utility Informational Items
11. Combined Electric, Water and Communications Utilities Action Items
 - A. **Fiscal Year 21 Budget**
 1. Public hearing for Fiscal Year 21 Budget.

2. Resolution approving Fiscal Year 21 Budget.
- B. Discussion and direction regarding partial payment application.
- C. Resolution approving ACH agreements with TruBank.
- D. **Sick Leave Policy**
 1. Discussion and direction about the usage of the City of Indianola policies absent of an IMU policy.
 2. Resolution approving the terms of the leave donation policy.
- E. Resolution affirming named depositories.
12. Combined Electric, Water and Communications Utilities Informational Items
 - A. Treasurer's Report — Doug Shull.
 - B. The investment policy will be brought forward to the next Board meeting for approval.
13. Other Business
 - A. Closed session to discuss marketing and pricing strategies and proprietary information of the telecommunication division whose competitive position will be harmed by public disclosure that is not required of potential or actual competitors and no public purpose is served by such disclosure, pursuant to Section 388.9(1) Code of Iowa.
 - B. After the closed session, the IMU Board of Trustees may take action on any matter discussed in closed session.
14. Adjourn

IMU Regular Downstairs

4. A.

Meeting Date: 02/24/2020

Information

Subject

Claims for February 18 and February 24, 2020.

Information

Fiscal Impact

Attachments

Vendor Report 0218

eLation Claims 0224

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
ABM EQUIPMENT & SUPPLY INC				
ABM EQUIPMENT & SUPPLY IN	PARTS FOR UNIT 7	01/29/2020	78.79	ELECTRIC OPERA
Total ABM EQUIPMENT & SUPPLY INC:			78.79	
ACCO UNLIMITED CORP.				
ACCO UNLIMITED CORP.	LIQUID CHLORINE	01/29/2020	1,477.44	WATER OPERATIN
Total ACCO UNLIMITED CORP.:			1,477.44	
AVESIS THIRD PARTY ADMINISTRATORS INC				
AVESIS THIRD PARTY ADMINIS	VISION	02/07/2020	41.90	WATER OPERATIN
AVESIS THIRD PARTY ADMINIS	VISION	02/07/2020	25.47	IMU ADMINISTRATI
AVESIS THIRD PARTY ADMINIS	VISION	02/07/2020	9.98	IMU ADMINISTRATI
AVESIS THIRD PARTY ADMINIS	VISION	02/07/2020	113.53	ELECTRIC OPERA
Total AVESIS THIRD PARTY ADMINISTRATORS INC:			190.88	
BORDER STATES INDUSTRIES INC				
BORDER STATES INDUSTRIES I	ELECTRIC METER TEST	01/31/2020	360.00	ELECTRIC OPERA
Total BORDER STATES INDUSTRIES INC:			360.00	
CHUMBLEY & JONES OIL				
CHUMBLEY & JONES OIL	KEROSENE	01/20/2020	23.80	ELECTRIC OPERA
Total CHUMBLEY & JONES OIL:			23.80	
CITY OF INDIANOLA - UTILITY				
CITY OF INDIANOLA - UTILITY	UTILITIES	01/31/2020	10,344.88	WATER OPERATIN
CITY OF INDIANOLA - UTILITY	ELECTRIC DEPT UTILITIES	01/31/2020	2,546.69	ELECTRIC OPERA
Total CITY OF INDIANOLA - UTILITY:			12,891.57	
DES PLANQUES, CHRIS				
DES PLANQUES, CHRIS	MOBILE DEVICE ALLOWANCE	02/12/2020	75.00	IMU ADMINISTRATI
Total DES PLANQUES, CHRIS:			75.00	
DUST PROS JANITORIAL				
DUST PROS JANITORIAL	FEB SCRUB AND BUFF	02/10/2020	180.00	WATER OPERATIN
DUST PROS JANITORIAL	JANITORIAL SUPPLIES	02/10/2020	142.75	WATER OPERATIN
Total DUST PROS JANITORIAL:			322.75	
ELBERT, LOUIS				
ELBERT, LOUIS	FLIGHT AWWA CONFERENCE	02/10/2020	508.90	WATER OPERATIN
Total ELBERT, LOUIS:			508.90	
ELECTRONIC ENGINEERING CO				
ELECTRONIC ENGINEERING C	TWO WAY RADIO EQUIPMENT	01/31/2020	61.96	ELECTRIC OPERA
Total ELECTRONIC ENGINEERING CO:			61.96	
HACH COMPANY				
HACH COMPANY	LAB SUPPLIES	01/28/2020	1,433.67	WATER OPERATIN

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total HACH COMPANY:			1,433.67	
HENLE, JASON				
HENLE, JASON	WELLNESS - DEC & JAN	01/30/2020	25.00	ELECTRIC OPERA
Total HENLE, JASON:			25.00	
HY-VEE				
HY-VEE	BIOMETRIC SCREENING	02/01/2020	45.00	ELECTRIC OPERA
HY-VEE	BIOMETRIC SCREENING	02/01/2020	45.00	WATER OPERATIN
Total HY-VEE:			90.00	
LANE, DIANNA				
LANE, DIANNA	MOBILE DEVICE ALLOWANCE	02/12/2020	75.00	IMU ADMINISTRATI
Total LANE, DIANNA:			75.00	
LONGER, CHRIS				
LONGER, CHRIS	MOBILE DEVICE ALLOWANCE	02/12/2020	75.00	IMU ADMINISTRATI
Total LONGER, CHRIS:			75.00	
METCALF, MIKE				
METCALF, MIKE	MOBILE DEVICE ALLOWANCE	02/12/2020	75.00	ELECTRIC OPERA
Total METCALF, MIKE:			75.00	
METLIFE - GROUP BENEFITS				
METLIFE - GROUP BENEFITS	DENTAL	01/31/2020	801.73	ELECTRIC OPERA
METLIFE - GROUP BENEFITS	DENTAL	01/31/2020	334.54	WATER OPERATIN
METLIFE - GROUP BENEFITS	DENTAL	01/31/2020	106.99	IMU ADMINISTRATI
METLIFE - GROUP BENEFITS	DENTAL	01/31/2020	86.42	IMU ADMINISTRATI
Total METLIFE - GROUP BENEFITS:			1,329.68	
MUNICIPAL SUPPLY INC				
MUNICIPAL SUPPLY INC	CREDIT	01/21/2020	397.90-	WATER OPERATIN
Total MUNICIPAL SUPPLY INC:			397.90-	
MUTUAL OF OMAHA				
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	02/07/2020	230.40	WATER OPERATIN
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	02/07/2020	187.10	IMU ADMINISTRATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	02/07/2020	43.82-	IMU ADMINISTRATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	02/07/2020	560.68	ELECTRIC OPERA
Total MUTUAL OF OMAHA:			934.36	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	BATTERY- BACK HOE	02/10/2020	111.20	WATER OPERATIN
Total O'REILLY AUTO PARTS:			111.20	
PIERCE BROTHERS REPAIR				
PIERCE BROTHERS REPAIR	REPAIRS	01/27/2020	254.66	ELECTRIC OPERA
PIERCE BROTHERS REPAIR	REPAIRS	01/27/2020	312.44	ELECTRIC OPERA

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
PIERCE BROTHERS REPAIR	REPAIRS	01/30/2020	23.54	ELECTRIC OPERA
Total PIERCE BROTHERS REPAIR:			590.64	
PRO-IMAGE SIGN & LIGHTING				
PRO-IMAGE SIGN & LIGHTING	REPLACEMENT DOOR DECALS ON VEHICLE	02/05/2020	545.70	ELECTRIC OPERA
Total PRO-IMAGE SIGN & LIGHTING:			545.70	
SCHWITZER ENGINEERING LABORATORIES INC				
SCHWITZER ENGINEERING LA	SCADA UPGRADE EQUIPMENT	01/27/2020	6,932.41	ELECTRIC CAPITA
Total SCHWITZER ENGINEERING LABORATORIES INC:			6,932.41	
SPEE-DEE DELIVERY SERVICE INC				
SPEE-DEE DELIVERY SERVICE	SHIPPING FOR TRENCHER FUEL TANK	02/03/2020	100.65	ELECTRIC OPERA
Total SPEE-DEE DELIVERY SERVICE INC:			100.65	
STATE HYGENIC LABORATORY				
STATE HYGENIC LABORATORY	TESTING	01/31/2020	195.00	WATER OPERATIN
Total STATE HYGENIC LABORATORY:			195.00	
THEISEN'S				
THEISEN'S	SUPPLIES	01/31/2020	24.25	WATER OPERATIN
THEISEN'S	SUPPLIES	02/07/2020	20.18	WATER OPERATIN
Total THEISEN'S:			44.43	
TRUENORTH COMPANIES LC				
TRUENORTH COMPANIES LC	SAFETY COMMITTEE MEETING: JANUARY 2	01/31/2020	20.84	WATER OPERATIN
TRUENORTH COMPANIES LC	SAFETY COMMITTEE MEETING: JANUARY 2	01/31/2020	20.84	ELECTRIC OPERA
TRUENORTH COMPANIES LC	SAFETY COMMITTEE MEETING: JANUARY 2	01/31/2020	20.83	IMU ADMINISTRATI
Total TRUENORTH COMPANIES LC:			62.51	
VEENSTRA & KIMM				
VEENSTRA & KIMM	US CELLULAR ANTENNA-SIMPSON TOWER	01/24/2020	505.50	WATER OPERATIN
Total VEENSTRA & KIMM:			505.50	
VERIZON WIRELESS				
VERIZON WIRELESS	WIRELESS FOR SERVICE CREW LAPTOPS	01/26/2020	240.06	ELECTRIC OPERA
VERIZON WIRELESS	WIRELESS FOR LAPTOPS (2)	01/26/2020	80.02	WATER OPERATIN
Total VERIZON WIRELESS:			320.08	
VERMEER SALES & SERVICE				
VERMEER SALES & SERVICE	SKID STEER REPAIRS	01/24/2020	90.00	ELECTRIC OPERA
Total VERMEER SALES & SERVICE:			90.00	
WARREN COUNTY ENGINEER				
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	02/10/2020	1,564.73	ELECTRIC OPERA
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	02/10/2020	536.87	WATER OPERATIN

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total WARREN COUNTY ENGINEER:			2,101.60	
WASTE MANAGEMENT OF IOWA				
WASTE MANAGEMENT OF IOW	TRASH SERVICE	01/29/2020	98.58	WATER OPERATIN
Total WASTE MANAGEMENT OF IOWA:			98.58	
WELLS FARGO CCER				
WELLS FARGO CCER	WM SUPERCENTER #1491 IMU THANK YOU	12/06/2019	8.98	IMU ADMINISTRATI
WELLS FARGO CCER	NAPA PARTS 0000514 UNIT 32 NEW BATTER	12/06/2019	171.19	ELECTRIC OPERA
WELLS FARGO CCER	SHOW ME CABLES PHONE BLOCKS	12/06/2019	91.62	FIBER/COMMUNIC
WELLS FARGO CCER	MCCOY TRUE VALUE SCREWS	12/05/2019	14.97	FIBER/COMMUNIC
WELLS FARGO CCER	AMZN MKTP US COAX CRIMPER, BRIDGE C	12/05/2019	27.80	FIBER/COMMUNIC
WELLS FARGO CCER	AMZN MKTP US CABLE STRIPPER, PHONE F	12/05/2019	81.29	FIBER/COMMUNIC
WELLS FARGO CCER	AMZN MKTP US PUNCH DOWN TOOL	12/05/2019	13.86	FIBER/COMMUNIC
WELLS FARGO CCER	AMZN MKTP US UNIVERSAL CABLE TESTER	12/05/2019	133.74	FIBER/COMMUNIC
WELLS FARGO CCER	AMZN MKTP US COAX CRIMPER, BRIDGE C	12/05/2019	30.45	FIBER/COMMUNIC
WELLS FARGO CCER	AMZN MKTP US COAX CRIMPER, BRIDGE C	12/05/2019	16.44	FIBER/COMMUNIC
WELLS FARGO CCER	MCCOY TRUE VALUE MASONRTY DRILL BIT	12/05/2019	4.06	FIBER/COMMUNIC
WELLS FARGO CCER	SP SEWELL DIRECT COAX, CAT6 CABLE	11/30/2019	690.82	FIBER/COMMUNIC
WELLS FARGO CCER	THE UPS STORE #6682 SHIPPING - WD RMA	11/30/2019	12.16	FIBER/COMMUNIC
WELLS FARGO CCER	O'REILLY AUTO PARTS 337 MOTOR OIL	12/13/2019	64.18	ELECTRIC OPERA
WELLS FARGO CCER	F AND F INDUSTRIAL EQUIPMENT STAPLES	12/13/2019	46.31	FIBER/COMMUNIC
WELLS FARGO CCER	WAL-MART #1491 OFFICE SUPPLIES	12/13/2019	98.20	IMU ADMINISTRATI
WELLS FARGO CCER	WAL-MART #1491 EXT CORDS	12/13/2019	285.30	FIBER/COMMUNIC
WELLS FARGO CCER	MONOPRICE, INC. WALL MOUNTING BRACK	12/13/2019	152.16	FIBER/COMMUNIC
WELLS FARGO CCER	CNM OUTDOOR EQUIPMENT UNIT #6 REPL	12/13/2019	201.11	ELECTRIC OPERA
WELLS FARGO CCER	GREG YOUNG BUICK GMC UNIT 32 SERVIC	12/13/2019	56.00	ELECTRIC OPERA
WELLS FARGO CCER	THEISEN'S #21 ELECTRICAL TAPE	12/13/2019	20.24	FIBER/COMMUNIC
WELLS FARGO CCER	MCCOY TRUEVALUE REPLACEMENT SCRE	12/13/2019	5.34	ELECTRIC OPERA
WELLS FARGO CCER	THEISEN'S #21 TOOLS BEN HILDRETH	12/13/2019	6.72	ELECTRIC OPERA
WELLS FARGO CCER	MCCOY TRUEVALUE TWINE	12/13/2019	14.97	FIBER/COMMUNIC
WELLS FARGO CCER	HVAC PLUS MOTORS FOR PLANT LOUVERS	12/13/2019	1,895.66	WATER OPERATIN
WELLS FARGO CCER	WM SUPERCENTER #1491 DESKTOP FAX M	12/13/2019	49.00	FIBER/COMMUNIC
WELLS FARGO CCER	PAYPAL EBAY PAUL PRI TESTER	12/13/2019	162.41	FIBER/COMMUNIC
WELLS FARGO CCER	MCCOY TRUE VALUE POWER STRIPS	12/13/2019	25.65	FIBER/COMMUNIC
WELLS FARGO CCER	A AERIAL SERVICE CO IN HOOKS AND LASH	12/13/2019	85.50	FIBER/COMMUNIC
WELLS FARGO CCER	FS.COM INC FIBER SPLITTERS	12/13/2019	138.50	FIBER/COMMUNIC
WELLS FARGO CCER	STAPLES 00115501 CALENDAR FOR LAB	12/13/2019	12.94	WATER OPERATIN
WELLS FARGO CCER	WAL-MART #1491 POWER STRIPS	12/13/2019	99.96	FIBER/COMMUNIC
WELLS FARGO CCER	BESTBUY.COM 805679160513 REPLACEMEN	12/13/2019	502.88	IMU ADMINISTRATI
WELLS FARGO CCER	FS.COM INC FIBER SPLICING SUPPLIES, VFL	12/13/2019	356.70	FIBER/COMMUNIC
WELLS FARGO CCER	AGRILAND FS 100143818 PROPANE	12/13/2019	29.00	FIBER/COMMUNIC
WELLS FARGO CCER	CULLIGAN OF WEST DES MOINES WATER	12/13/2019	196.28	IMU ADMINISTRATI
WELLS FARGO CCER	B&H PHOTO 800-606-6969 BATTERY BACKU	12/13/2019	481.39	FIBER CAPITAL PR
WELLS FARGO CCER	HOMEDEPOT.COM REPLACEMENT DRILL BI	12/13/2019	15.59	FIBER/COMMUNIC
WELLS FARGO CCER	BURRIS COMPUTER FORMS OFFICE SUPPL	12/13/2019	52.40	IMU ADMINISTRATI
WELLS FARGO CCER	WAL-MART #1491 OFFICE SUPPLIES	12/24/2019	41.66	IMU ADMINISTRATI
WELLS FARGO CCER	MICROSOFT STORE GM AND FINANCE SUR	12/24/2019	1,709.86	IMU ADMINISTRATI
WELLS FARGO CCER	WM SUPERCENTER #1491 OFFICE SUPPLIE	12/24/2019	17.92	IMU ADMINISTRATI
WELLS FARGO CCER	WM SUPERCENTER #1491 OFFICE SUPPLIE	12/24/2019	68.45	IMU ADMINISTRATI
WELLS FARGO CCER	ADOBE CREATIVE CLOUD MONTHLY SOFT	12/24/2019	635.87	FIBER/COMMUNIC
WELLS FARGO CCER	AMZN MKTP US ZIP TIES	12/24/2019	29.43	FIBER/COMMUNIC
WELLS FARGO CCER	WAL-MART #1491 CREDIT FOR CHARGE MA	12/24/2019	85.47	FIBER/COMMUNIC
WELLS FARGO CCER	GOOGLE DECEMBER G SUITE SUBSCRIPTI	12/24/2019	205.64	FIBER/COMMUNIC
WELLS FARGO CCER	ADOBE CREATIVE CLOUD ADOBE SOFTWA	12/24/2019	635.87	FIBER/COMMUNIC
WELLS FARGO CCER	MCCOY TRUE VALUE UNIT #6 TOOLS	12/24/2019	20.32	ELECTRIC OPERA

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total WELLS FARGO CCER:			9,631.32	
WESCO				
WESCO	STREET LIGHT PHOTO CONTROLS	02/04/2020	255.73	ELECTRIC CAPITA
Total WESCO:			255.73	
Grand Totals:			41,216.25	

City Council: _____

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Thursday, February 20, 2020
10:55:40 AM

Vendor Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
Account To Be Paid From 0000-11101-999									
Avesis Third Party Administrators Inc - VEND-1108									
3/8/2020	0120 Premiums	Net 30	59.01	0.00	15.00	59.01	59.01	0120 Premiums	BL-2370
						59.01	59.01		
Big Ten Network - VEND-1096									
2/15/2020	Monthly Subs	Net 30	1,547.80	0.00	15.00	1,547.80	1,547.80	R17929	BL-2389
						1,547.80	1,547.80		
Brick Gentry P.C. - VEND-1004									
2/24/2020	Legal Fees	Net 30	30.00	0.00	15.00	30.00	30.00	318258	BL-2395
						30.00	30.00		
CDW Government - VEND-1029									
3/12/2020	ADTRAN	Net 30	800.32	0.00	15.00	800.32	800.32	WTQ7972	BL-2396
						800.32	800.32		
Cedar Falls Utilities - VEND-1045 - BL-2397									
3/4/2020	0120 28E Agreement	Net 30	6,516.19	0.00	15.00	6,516.19	6,516.19	90585	BL-2397
						6,516.19	6,516.19		
Cedar Falls Utilities - VEND-1045 - BL-2398									
3/6/2020	Wholesale Bandwidth	Net 30	5,920.00	0.00	15.00	5,920.00	5,920.00	5809817155	BL-2398
						5,920.00	5,920.00		
City Of Indianola - VEND-1008 - BL-2377									
3/21/2020	0220 Professional Service	Net 30	1,908.34	0.00	15.00	1,908.34	1,908.34	0220 Professional Service	BL-2377
						1,908.34	1,908.34		
City Of Indianola - VEND-1008 - BL-2384									
3/21/2020	0220 Caselle Claims	Net 30	4,501.23	0.00	15.00	4,501.23	4,501.23	0220 Caselle Claims	BL-2384
						4,501.23	4,501.23		
City Of Indianola - VEND-1008 - BL-2385									
3/21/2020	0220 Payroll	Net 30	44,694.52	0.00	15.00	44,694.52	44,694.52	0220 Payroll	BL-2385
						44,694.52	44,694.52		
Dust Pros Janitorial - VEND-1011									

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Indianola Municipal Utilities

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10:55:40 AM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
	3/19/2020	0220 Janitorial	Net 30	856.00	0.00	15.00	856.00	856.00	2185	BL-2399
	3/19/2020	Supplies	Net 30	119.97	0.00	15.00	119.97	119.97	2186	BL-2400
							975.97	975.97		
Fox Sports Midwest - VEND-1097										
	2/14/2020	Monthly Subs	Net 30	3,834.00	0.00	15.00	3,834.00	3,834.00	R16779	BL-2390
							3,834.00	3,834.00		
Hearst Television Inc - VEND-1131										
	3/14/2020	Monthly Subs	Net 30	4,548.96	0.00	15.00	4,548.96	4,548.96	316929	BL-2391
							4,548.96	4,548.96		
Hy Vee Food Store - VEND-1099										
	3/4/2020	Biometric Screenings	Net 30	90.00	0.00	15.00	90.00	90.00	Biometric Screenings	BL-2371
							90.00	90.00		
IMU Electric Department - VEND-1024										
	3/21/2020	0220 EL Payments	Net 30	38,833.33	0.00	15.00	38,833.33	38,833.33	0220 EL Payments	BL-2379
							38,833.33	38,833.33		
Independent Advocate - VEND-1136										
	3/2/2020	Advertising	Net 30	200.00	0.00	15.00	200.00	200.00	364	BL-2401
							200.00	200.00		
Indianola Municipal Utilities - VEND-1143										
	3/21/2020	0220 Professional Service	Net 30	11,341.66	0.00	15.00	11,341.66	11,341.66	0220 Professional Service	BL-2378
							11,341.66	11,341.66		
Innovative Systems - VEND-1048										
	3/6/2020	Bills/Postage	Net 30	1,380.06	0.00	15.00	1,380.06	1,380.06	47068	BL-2402
	3/7/2020	License/Maintenance Fees	Net 30	13,755.00	0.00	15.00	13,755.00	13,755.00	47160	BL-2403
							15,135.06	15,135.06		
Iowa Association Of Municipal Utilities - VEND-1014										
	3/8/2020	Member Dues	Net 30	2,347.00	0.00	15.00	2,347.00	2,347.00	21061	BL-2376
							2,347.00	2,347.00		
Iowa Dept Of Revenue - VEND-1117										

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Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
	3/21/2020	0220 Sales Tax	Net 30	6,457.58	0.00	15.00	6,457.58	6,457.58	0220 Sales Tax	BL-2388
							6,457.58	6,457.58		
Kurt Gocken - VEND-1023										
	3/21/2020	0220 Mobile Device	Net 30	75.00	0.00	15.00	75.00	75.00	0220 Mobile Device	BL-2380
							75.00	75.00		
Kurt Ripperger - VEND-1025										
	3/21/2020	0220 Mobile Device	Net 30	75.00	0.00	15.00	75.00	75.00	0220 Mobile Device	BL-2381
							75.00	75.00		
Mahaska Communications Group - VEND-1017										
	3/2/2020	0120 Customer Conversions	Net 30	7,893.69	0.00	15.00	7,893.69	7,893.69	0120 Customer Conversions	BL-2404
							7,893.69	7,893.69		
Metlife - Group Benefits - VEND-1109										
	3/1/2020	0120 Premiums	Net 30	559.04	0.00	15.00	559.04	559.04	0120 Premiums	BL-2372
							559.04	559.04		
Mutual Of Omaha - VEND-1107										
	3/8/2020	0120 Premiums	Net 30	235.11	0.00	15.00	235.11	235.11	0120 Premiums	BL-2373
							235.11	235.11		
National Cable Television Cooperative, Inc. - VEND-1095										
	3/21/2020	February 2020	Net 30	36,061.01	0.00	15.00	36,061.01	36,061.01	February 2020	BL-2386
							36,061.01	36,061.01		
Nexstar Broadcasting, Inc - VEND-1092										
	3/14/2020	Monthly Subs	Net 30	262.70	0.00	15.00	262.70	262.70	320491	BL-2394
	3/14/2020	Monthly Subs	Net 30	3,462.75	0.00	15.00	3,462.75	3,462.75	320490	BL-2392
							3,725.45	3,725.45		
Power & Tel - VEND-1037										
	3/12/2020	Cable	Net 30	6,403.90	0.00	15.00	6,403.90	6,403.90	6894356-00	BL-2405
	3/12/2020	STB Remotes	Net 30	36,928.83	0.00	15.00	36,928.83	36,928.83	6894703-00	BL-2406
							43,332.73	43,332.73		
Professional Solutions Financial Services - VEND-1044										

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Thursday, February 20, 2020

10:55:40 AM

Vendor Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
3/4/2020	0220 On Line Pmnt Service	Net 30	2,751.63	0.00	15.00	2,751.63	2,751.63	0220 On Line Pmnt Service	BL-2387
						2,751.63	2,751.63		
Prolmage Sign & Lighting - VEND-1150									
3/8/2020	Business Cards	Net 30	33.71	0.00	15.00	33.71	33.71	2709	BL-2407
3/8/2020	Vehicle Decal	Net 30	155.15	0.00	15.00	155.15	155.15	2710	BL-2408
						188.86	188.86		
Sam Dusenbery - VEND-1149									
3/21/2020	0220 Mobile Device	Net 30	75.00	0.00	15.00	75.00	75.00	0220 Mobile Device	BL-2383
						75.00	75.00		
Skye McBroom - VEND-1026									
3/21/2020	0220 Mobile Device	Net 30	75.00	0.00	15.00	75.00	75.00	0220 Mobile Device	BL-2382
						75.00	75.00		
TEGNA - VEND-1148									
3/20/2020	Monthly Subs	Net 30	4,847.85	0.00	15.00	4,847.85	4,847.85	318238	BL-2393
						4,847.85	4,847.85		
TrueNorth Companies LC - VEND-1100									
3/1/2020	Safety Consulting	Net 30	20.83	0.00	15.00	20.83	20.83	98872	BL-2374
						20.83	20.83		
Warren County Engineer - VEND-1102									
3/5/2020	0120 Fuel Distribution	Net 30	319.49	0.00	15.00	319.49	319.49	0120 Fuel Distribution	BL-2375
						319.49	319.49		
Waverly Utilities - VEND-1142									
3/8/2020	Power Cords	Net 30	9,129.16	0.00	15.00	9,129.16	9,129.16	12819	BL-2411
						9,129.16	9,129.16		
Webster Creative - VEND-1022									
3/7/2020	Brochures	Net 30	206.25	0.00	15.00	206.25	206.25	WC201008-D1	BL-2412
						206.25	206.25		

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Thursday, February 20, 2020
10:55:40 AM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
--------	----------	-------	-------	------------	----------	----------	------------	---------	----------------	-------------

Check Count: 36Totals: \$259,312.07 \$259,312.07

IMU Regular Downstairs
Meeting Date: 02/24/2020

4. B.

Information

Subject

February 12, 2020 Minutes.

Information

Fiscal Impact

Attachments

Minutes 0212

BOARD OF TRUSTEE MINUTES - REGULAR SESSION – February 12, 2020

The Board of Trustees met in regular session on February 12, 2020, in the City Hall Council Chambers. Chairperson Mike Rozga called the meeting to order at 5:39 pm and on roll call the following members were present: Mike Rozga, Adam Voigts and Jim McClymond. Absent: Lesley Forbush.

The consent agenda consisting of the following was approved on a motion by McClymond and seconded by Voigts. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Claims list for February 4 and 10, 2020.

Minutes from January 27, 2020.

Electric Utility Informational Items – Mike Metcalf, Electric Superintendent, reported on the Electric Utility Informational Items which included the tree trimming project and inventory.

Water Utility Action Items – Voigts moved and McClymond seconded to set a date for receipt of bids on the 2020 vehicle storage building project for February 27, 2020 at 2:00 pm. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Water Utility Informational Items – Water Superintendent, Lou Elbert, reported on the Water Utility Informational Items which included work on wells and water main breaks.

Communications Utility Informational Items – Kurt Ripperger, Telecommunications Superintendent, updated the Board on the Communications Utility Informational Items which included working on the MCG conversion.

Combined Electric, Water and Communications Utilities Action Items

Chris Longer, HR and Finance Director, led the discussion on the budget for Fiscal Year 21.

Voigts moved and McClymond seconded Resolution 2020-05 setting February 24, 2020 as a public hearing for the Fiscal Year 21 budget. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Resolution 2020-06 authorizing an interest-bearing account agreement with TruBank was introduced on a motion by Voigts and seconded by McClymond. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Chris Des Planques, General Manager, led a discussion on how customer's payments are applied to the services they have. Board members asked that more information and a proposal be brought to the next meeting.

Other Business

McClymond requested that energy conservation items be brought to the next meeting.

At 6:31 pm a motion was made by McClymond and seconded by Voigts to enter into closed session pursuant to Iowa Code section 20.17(3) to discuss labor negotiations. On roll call the vote was, AYES: Voigts, McClymond and Rozga. NAYS: None. ABSENT: Forbush. Whereupon the Chairperson declared the motion carried unanimously.

It was moved by Voigts and seconded by McClymond to come out of closed session. On roll call the vote was, AYES: Voigts, McClymond and Rozga. NAYS: None. ABSENT: Forbush. Whereupon the Chairperson declared the motion carried unanimously.

Meeting adjourned on a motion by Voigts and seconded by Rozga.

IMU Regular Downstairs

5. A.

Meeting Date: 02/24/2020

Information

Subject

Resolution in support of the Grow Solar Program.

Information

Simple motion is in order.

Fiscal Impact

Attachments

Resolution Supporting Grow Solar

RESOLUTION NO
RESOLUTION IN SUPPORT OF THE GROW SOLAR WARREN COUNTY PROGRAM

WHEREAS, Indianola Municipal Utilities (IMU) is dedicated to its mission of providing reliable and affordable power supply to its community; and

WHEREAS, the Municipal Energy Agency of Nebraska's 2050 Vision of Carbon Neutrality established a clear priority to support communities' goals for pursuing local renewable energy; and

WHEREAS, the Municipal Energy Agency of Nebraska and IMU are committed to an ambitious vision of the future that recognizes the need for future integration and innovation with non-carbon resources; and

WHEREAS, solar electricity generation requires no fossil fuels, and reduces pollutants; and

WHEREAS, Indianola Municipal Utility recognizes the promotional benefits of being an innovative and green-powered community,

NOW, THEREFORE, BE IT RESOLVED that the Indianola Municipal Utility will help advise the Grow Solar Warren County program organized by The Nature Conservancy of Iowa and the Midwest Renewable Energy Association, all 501(c)3 nonprofit, grassroots organizations, that will take place between March of 2020 and September of 2020.

Mike Rozga, Chair

Attest:

Jackie Raffety, Deputy City Clerk

IMU Regular Downstairs
Meeting Date: 02/24/2020

11. A.

Information

Subject
Fiscal Year 21 Budget

Information

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs

11. A. 1.

Meeting Date: 02/24/2020

Information

Subject

Public hearing for Fiscal Year 21 Budget.

Information

The first order of business is to conduct the required public hearing for the FY 21 Budget.

The notice attached to this agenda was published on February 19, 2020. Staff has not received any questions or comments from the public to-date.

No action is required, as the Chairperson opens the public hearing. Trustees may receive comments and then the public hearing is closed by the Chair.

Fiscal Impact

Attachments

PH Notice

NOTICE OF PUBLIC HEARING

Budget Estimate

Indianola Municipal Utilities

The IMU Board of Trustees will conduct a public hearing to amend the Fiscal year 2021 budget at Indianola City Hall, Council Chambers on 2/24/2020, beginning at 5:30 PM. The Budget Estimate Summary of proposed revenues and expenditures is shown below. Copies of the **detailed** proposed budget may be obtained or viewed at the office of the City Clerk and Utility Finance Officer and at the city library. At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Secretary

		Budget	Re-estimated	Actual
(specify budget years)		2021	2020	2019
Revenues & Other Financing Sources				
Use of money and property		188,800	188,800	646,278
Charges for services		23,244,100	22,566,400	18,777,534
Miscellaneous		1,083,900	495,000	502,307
Other Financing Sources		3,102,550	3,949,713	504,200
Total Revenues & Financing Sources		27,619,350	27,199,913	20,430,319
Expenditures & Transfers Out				
Expenditure		26,860,755	24,782,928	19,844,832
Transfers Out		3,102,550	1,833,200	504,200
Total Expenditures & Transfers Out		29,963,305	26,616,128	20,349,032
Excess of Revenues & Other Sources				
(+)(-)Expenditures & Transfers Out		-2,343,955	583,785	81,287
Beginning Fund Balance	July 1	14,018,877	13,435,092	13,353,805
Ending Fund Balance	June 30	11,674,922	14,018,877	13,435,092

IMU Regular Downstairs

11. A. 2.

Meeting Date: 02/24/2020

Information

Subject

Resolution approving Fiscal Year 21 Budget.

Information

The second item to consider is the resolution adopting the FY 21 budget. The detailed information is available for public review at the IMU Administrative Office.

Roll call is in order.

Fiscal Impact

Attachments

Budget Summary

Resolution Adopting Budget

ADOPTED BUDGET SUMMARY

Indianola Municipal Utilities		Fiscal		YEAR		2021	
NAME OF ENTERPRISE		(specify fiscal or calendar year budget)					
		Budget		Re-Estimated		Actual	
		2021		2020		2019	
(specify budget years)							
REVENUES & OTHER FINANCING SOURCES							
Use of Money and Property	(line 398)	241	188,800	271	188,800	301	646,278
Charges for Services	(line 414)	243	23,244,100	273	22,566,400	303	18,777,534
Miscellaneous	(line 416)	245	1,083,900	275	495,000	305	502,307
Operating Transfers In	(line 417)	247	3,102,550	277	1,833,200	307	504,200
Proceeds of Long Term Debt	(line 418)	248	0	278	2,116,513	308	0
Proceeds of Fixed Asset Sales	(line 419)	249	0	279	0	309	0
Total Revenues & Other Financing Sources		250	27,619,350	280	27,199,913	310	20,430,319
EXPENDITURES & TRANSFERS OUT							
Expenditures	(line 386)	255	26,860,755	285	24,782,928	315	19,844,832
Transfers Out	(line 387)	259	3,102,550	289	1,833,200	319	504,200
Total Expenditures & Transfers Out		260	29,963,305	290	26,616,128	320	20,349,032
Excess of Revenues & Other Sources Over (Under) Expenditures & Transfers Out							
		261	-2,343,955	291	583,785	321	81,287
BEGINNING Fund Balance	(line 390)	262	14,018,877	292	13,435,092	322	13,353,805
ENDING Fund Balance	(line 388)	263	11,674,922	293	14,018,877	323	13,435,092

RESOLUTION NO. 2020-_____

RESOLUTION ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2021

BE IT RESOLVED BY THE IMU BOARD OF TRUSTEES OF THE CITY OF INDIANOLA, IOWA:

The annual budget for the fiscal year ending June 30, 2021 as set forth in the Budget Summary Certificate and in the detail budget in support thereof showing the revenue estimates and appropriations expenditures and allocations to program and activities for said fiscal year is adopted, the Finance Director is directed to make the filings required by law and set up the books in accordance with the summary and details as adopted.

Mike Rozga, Chairperson

ATTEST:

Jackie Raffety, Deputy City Clerk

IMU Regular Downstairs

11. B.

Meeting Date: 02/24/2020

Information

Subject

Discussion and direction regarding partial payment application.

Information

In your packet is a resolution from 2017 detailing how partial payments should be applied.

Fiscal Impact

Attachments

2017 Resolution

RESOLUTION NO. 2017-202

A RESOLUTION CONCERNING UTILITY BILLING

WHEREAS, the Indianola Municipal Utilities performs billing activities for certain public utilities;

WHEREAS, the Board of Indianola Municipal Utilities, now deems it necessary and proper to amend its current policies concerning utility billing.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF THE INDIANOLA MUNICIPAL UTILITIES:

Section 1:

BILLING FOR PUBLIC UTILITIES

All utility services shall be billed as part of a combined service account, payable in accordance with the following:

1. Bills Issued. The billing agency shall prepare and issue bills for combined service accounts each month.
2. Bills Payable. Bills for combined service accounts shall be due when billed and payable at the office of the billing agency.
3. Late Payment Penalty. Bills not paid within 20 days of the billing date shall be considered delinquent. A late payment penalty of five percent (5%) of the amount due shall be added to a water delinquent bill and one and one half (1.5%) to a electric delinquent bill.
4. Order of Payment. Payment received shall be applied in the following order: Electric, Water, Sewer, Stormwater.

Section 2:

UTILITY BILLINGS.

All utility user charges shall be due and payable under the same terms and conditions provided for payment of a combined service account as contained in this Resolution. Utility service may be discontinued in accordance with the provisions contained in Sections 99.09, 104.06 and 106.09 of the Indianola Municipal Code if the combined service account becomes delinquent, and the provisions contained in Section 99.09, 104.06 and 106.09 relating to lien notices shall also apply in the event of a delinquent account.

Section 3: All Resolutions or parts of Resolutions in conflict with the provisions of this Resolution are hereby repealed.

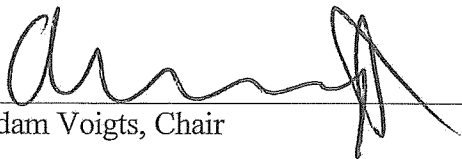
Section 4: This Resolution shall be in full force and effect after its passage, approval and publication as provided by law.

RESOLUTION NO. 2017-205
RESOLUTION APPROVING CONSTRUCTION CONTRACTS AND BONDS

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INDIANOLA MUNICIPAL UTILITIES:

Section 1. The construction contract and bond executed by Excel Utility Contractors dated the 28th day of August, 2017, for the 2017 Fiber To The Home Network (Construction) for Indianola Municipal Utilities, Indianola, Iowa, described in the Plans and Specifications previously adopted by the Board of Trustees, and which have been signed by the IMU General Manager and City Clerk on behalf of the Board of Trustees, be approved.

PASSED AND APPROVED this 5th day of September, 2017.


Adam Voigts, Chair

ATTEST:


DIANA BOWLIN, City Clerk

Res 203 + 204
6,480,000
Bonds

IMU Regular Downstairs

11. C.

Meeting Date: 02/24/2020

Information

Subject

Resolution approving ACH agreements with TruBank.

Information

In your packet is the Resolution and agreement for your consideration.
Simple motion is in order.

Fiscal Impact

Attachments

Resolution - TruBank

TruBank Agreement

INDIANOLA MUNICIPAL UTILITIES

RESOLUTION NO

RESOLUTION APPROVING ACH AGREEMENT BETWEEN INDIANOLA MUNICIPAL UTILITIES AND TRUBANK

WHEREAS, Indianola Municipal Utilities has an agreement with TruBank for banking services;
and

WHEREAS, certain services include ACH (Automatic Clearing House) transactions; and

WHEREAS, an agreement on the responsibilities of each party for ACH transactions is necessary to establish the responsibilities of each party; and

WHEREAS, said agreement, along with addendums, is attached to this resolution.

BE IT THEREFORE RESOLVED, that the Indianola Municipal Utilities Board of Trustees

- (1) Approves the attached ACH agreement and addendums with TruBank, and
- (2) authorizes IMU staff to execute the attached agreement and addendums.

Passed and adopted this 24 day of February 2020.

Mike Rozga, Chairperson

ATTEST:

Jackie Raffety, Deputy City Clerk

Same Day ACH Addendum
(addition to ODFI/Origination Agreement)

This Addendum is made this 12th ____ day of February , 2020, by and between Company and Financial Institution.

This Addendum provides Company and Financial Institution requirements and responsibilities related to the origination of Same Day ACH Entries. The terms and conditions of the Agreement remain in effect except as noted in this Addendum.

Company wishes to initiate credit and/or debit Same Day ACH Entries (effective September 15, 2017)] pursuant to the terms of the Agreement and this Addendum and the NACHA Operating Rules and Guidelines.

Company will initiate Entries with an Effective Entry Date of the current date, and submit those Entries to the Financial per the processing schedule deadlines below for Same Day Settlement. Same Day Entry Fees (see pricing schedule below)] will apply to said Entries. Any ACH Entries received by Financial Institution containing stale-dated or incorrect/invalid Effective Entry Dates will be processed as Same Day ACH Entries.

Security

The Company agrees to the security procedures outlined in Section 4 of the Agreement and any additional security measures.

Same Day Processing Schedule

Same Day Debit File Transactions (Effective September 15, 2017)

Type	Deadline	Day of Delivery
Same Day (Effective 9/15/2017)	<u> </u> 10:00 a.m..	<u> </u> x <u> </u> On the Effective Entry Date
Same Day (Effective 9/15/2017)	<u> </u> 2:00 p.m.	<u> </u> x <u> </u> On the Effective Entry Date

Credit File Transactions

Type	Deadline	Day of Delivery
Same Day Morning Window	<u> </u> 10:00 a.m.	<u> </u> x <u> </u> On the Effective Entry Date
Same Day Afternoon Window	<u> </u> 2:00 p.m.	<u> </u> x <u> </u> On the Effective Entry Date

Note – Items sent with an Effective Entry Date prior to the current date will be sent as a Same Day ACH Entry.

Same Day Origination Fee Schedule

The Company agrees to fees outlined below for Same Day transactions.

Premium (Same Day ACH) Debit Transactions	\$0.50 per item
Premium (Same Day ACH) Credit Transactions	\$0.50 per item

IN WITNESS WHEREOF the parties hereto have caused this Addendum to be executed by their duly authorized officers.

Indianola Municipal Utilities _____
Company

TruBank _____
Financial Institution

Signed by

Signed by

Printed/Typed Name

Printed/Typed Name

Title

Title

Schedule (A)
Security Procedures and ACH File Delivery

All ACH files must be formatted according to the *Rules* or other pre-approved format; transmission specifications will be established by Financial Institution.

Security Procedures

- (a) Financial Institution is entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by the Authorized Representative, and any such communication is deemed to have been signed by such person.
- (b) Financial Institution will not be responsible for verifying the authenticity of any person claiming to be an Authorized Representative of Company or the authenticity of any instruction, direction or information provided.
- (c) Financial Institution may, but is under no obligation to, hold suspicious files or files that do not adhere to established security, exceed exposure limits, violate the terms of this Agreement or the *Rules*, or for other reasons. Such files will require authorization by an Authorized Representative of Company before transmission to the ACH Operator.
- (d) Financial Institution requires the following minimum levels of network and computer security for all Originators:
 - Reliable, current and fully patched Security Suites including, at minimum, anti-virus, anti-malware, anti-botnet, and anti-spyware.
 - Hardware and software Firewalls.
 - Hardware and VPN Encryption.
 - Dedicated computer with static IP Address for file initiation.
 - Process to patch systems timely.
 - Written security policy and procedures designed to protect Company's network from unauthorized access (i.e. data breach) and avoid disclosing Protected Information (i.e. account numbers, social security numbers, etc.).
 - Regular employee training.

Company will supply evidence to Financial Institution of the above security requirements within 5 business days of such request.

- (e) *Account Security*: Financial Institution requires the following account security :
 - Files must be initiated and transmitted under dual-control.
 - Out of Band Authentication (indicate type: Call Backs, Email Verification, IP Address Authentication, SMS Code, etc.).
 - Company will not process files using Administrator credentials.
 - New or altered credentials will require authorization before becoming active.

ACH File Delivery

ACH File transmissions made over an unsecured electronic network must use at least the minimum level of encryption required by the *Rules*.

- a. **Internet Banking/ACH Transmission:** Company's Authorized Representative will access Internet Banking by utilizing prearranged log-on procedures and additional verification processes, including, but not limited to, use of security questions and answers, internet browser "cookies," and one-time password devices (e.g. tokens).
- b. **Secure File Upload:** File transmission through Financial Institution secure File delivery method is available. Company's Authorized Representative will access Financial Institution's ACH secure File delivery utilizing prearranged logon procedures.
- c. **Hand delivered Files or Files by courier:** Files may be hand delivered to the following location only if electronic methods above are not available. Each hand delivered File must be accompanied by a transmittal register, signed by an Authorized Representative as set forth in Schedule [E].

File Location: TruBank
 1401 N Jefferson Way
 Indianola, IA 50125
 515-961-5880

Financial Institution will anticipate the receipt of an ACH File Transmission from Company on each scheduled processing date identified by Company in writing and agreed to by Financial Institution. Company is responsible for ensuring that Financial Institution receives the Transmission on each processing date indicated in the processing schedule. Company's Authorized Representative will notify Financial Institution if a Transmission will not take place on the prearranged scheduled processing date.

Transmission totals will be provided to Financial Institution for File verification. In the event of a discrepancy, Financial Institution will contact Company's Authorized Representative.

Company is solely responsible for the accurate creation, modification, and deletion of the account information maintained on Company's personal computer. Company is solely responsible for access to ACH Protected Information maintained by Company.

Schedule [B]
ODFI Processing Schedule

Debit File Transactions

Deadline	Day of Delivery
2:00 p.m.	<u> 2 </u> Business Days Prior to Effective Entry Date

Credit File Transactions

Deadline	Day of Delivery
2:00 p.m.	<u> 2 </u> Business Days Prior to Effective Entry Date

Schedule [C]
Account Agreement

This schedule identifies Company Account(s) to which settlement should be applied for origination of Entries or settlement of return Entries.

Account Name

Account Number and type

_IMU Commercial_____

_xx4742_____

_IMU Telcom_____

_xx2682_____

Schedule [D]
ODFI Fee Schedule

One-time Fees

Set Up Fee \$ _____

Regular Monthly Fees

Debit Items Originated \$ _____

Reversing/Correcting Debit Items Originated \$ _____

Premium Debits Originated \$ _____

Credit Items Originated \$ _____

Reversing/Correcting Credit Items Originated \$ _____

Premium Credits Originated \$ _____

Per File Origination Fee \$ _____

Prenote Items Originated \$ _____

Addenda Records Originated \$ _____

Return Items Received \$ _____

Unauthorized Entry Fee Return Items Received \$ _____

Notifications of Change Received \$ _____

Minimum Monthly Fee \$ 25.00 _____

Schedule [E]
ACH Authorized Signature Form

All ACH transaction files/listings must be delivered with a transmittal document with authorized signature(s).

Date: _____

Company: Indianola Municipal Utilities (IMU)

Company ID Number: 42-6004797

Account Number: xx4742

The signatures below are the signatures of employees vested by Company's Board of Directors with full authority to sign transmittal registers used in conjunction with the origination of ACH files. Such employees are referred to in the Agreement as "Authorized Representatives."

Number of signatures required to submit a transaction file for processing:

Printed Name	Signature
1.	
2.	
3.	
4.	
5.	
6.	

Authorized Signature

Title

Schedule [F]
Exposure Limit Disclosure

Credit Origination

Maximum File Amount _____ \$50,000 _____

Maximum Entry Amount _____ \$1,500.00 _____

Maximum Frequency _____ monthly _____

Debit Origination

Maximum File Amount _____ \$50,000.00 _____

Maximum Entry Amount _____ \$1,500.00 _____

Maximum Frequency _____ monthly _____

Overall

Maximum Aggregate Credit Amount _____

Maximum Aggregate Credit Amount _____

Frequency _____

Notes:

If the ODFI sets limits based upon possible compensating balances, such should be defined in this Schedule. Additionally, the ODFI may note the frequency for limit review or Company procedures required for unscheduled limit reviews for increasing established limits.

ODFI/Originator Agreement

COMPANY INFORMATION AND STATEMENT

Company: Indianola Municipal Utilities (IMU)
(hereafter referred to as "Company")

Tax Payer ID: 42-6004797

Approved Exposure Limit(s): Schedule [F]

Approved SEC Code(s): PPD_CCD

This Agreement is made this 12th day of February, 2020, by and between Company and TruBank ("Financial Institution").

RECITALS

A. Company wishes to initiate **credit and debit** Entries pursuant to the terms of this Agreement and the *NACHA Operating Rules and Guidelines* (the "*Rules*"), and Financial Institution is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. Company may only initiate ACH Entries for the approved Standard Entry Class (SEC) codes set forth above under Approved SEC Code(s), or such other SEC codes as may be approved by Financial Institution.

B. Unless otherwise defined herein, capitalized terms have the meanings provided in the *Rules*. The term "Entry" has the meaning provided in the *Rules* and also means the data received from Company from which Financial Institution prepares Entries.

AGREEMENT

1. *NACHA Operating Rules and Guidelines*. Company has access to a copy of the *Rules*, acknowledges receipt of a copy, or may purchase a copy if it so desires. Company agrees to comply with and be bound by the *Rules*. If Company violates any of the applicable *Rules* and NACHA imposes a fine on Financial Institution because of Company's violation, Financial Institution may charge the fine to Company. Financial Institution will notify Company of any changes to the *Rules*.
2. *U.S. Law*. It is the responsibility of Company to ensure that Company's origination of ACH transactions complies with U.S. law.
3. *Governing Law*. This Agreement will be construed in accordance with and governed by the laws of the State of Iowa.
4. *Security Procedures*.
 - (a) Company and Financial Institution will comply with the security procedure requirements described in the attached Schedule [A] with respect to Entries transmitted by Company to

Financial Institution. Company acknowledges that those security procedures are commercially reasonable and the purpose of such security procedures is to verify authenticity and not to detect an error in the transmission or content of an Entry. No security procedures have been agreed upon between Financial Institution and Company for the detection of any such error.

- (b) Company is strictly responsible for establishing and maintaining commercially reasonable security measures to safeguard against unauthorized transmissions, network infections, and breaches of Protected Information (i.e. non-public consumer data). Company warrants that such measures will include, but not be limited to, security technology (e.g. secure web-servers) that provides commercially reasonable encryption technology for the Entry and transmission of Entries over the Internet, and network security to safeguard account information and access from unauthorized parties. Schedule [A] outlines additional requirements.

Additionally, Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of security procedures and any passwords, codes, security devices and related instructions provided by Financial Institution in connection with the security procedures detailed in Schedule [A]. If Company suspects that any such information or instructions are accessed by unauthorized persons, Company will notify Financial Institution immediately. The occurrence of unauthorized access will not affect any transfers made in good faith by Financial Institution prior to receipt of notification and within a reasonable time period to prevent unauthorized transfers.

5. *Processing and Settlement by Financial Institution.*

- (a) Except as provided in Section 4, Financial Institution will (i) process Entries received from Company to conform with the file specifications set forth in the *Rules*, (ii) transmit such Entries as an ODFI to the ACH Operator, and (iii) settle Entries as provided in the *Rules*.
- (b) Financial Institution will transmit such Entries to the ACH Operator by the deadline set forth in the attached Schedule [B] two business days] prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by Financial Institution's related cut-off time set forth in attached Schedule [B] on a business day, (ii) the Effective Entry Date is at least 2 days after such business day, and (iii) the ACH Operator is open for business on such business day (e.g. excluding Federal holidays). For purposes of this Agreement, Entries will be deemed received by Financial Institution, in the case of hand-delivered files, when received by Financial Institution at the location set forth in Schedule [A], and in the case of electronic file transmission, when the transmission is completed as provided in Schedule [A].
- (c) If any of the requirements of clause (i), (ii), or (iii) of Section 5(b) are not met, Financial Institution will use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.

- 6. *On-Us Entries.* Except as provided in Section 7, in the case of an Entry received for credit or debit to an account maintained with Financial Institution (an "On-Us Entry"), Financial Institution will credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in Section 5(b) are met. If any of those requirements are not met, Financial Institution will use reasonable efforts to credit or debit the Receiver's account on the next business day following such Effective Entry Date.

7. *Suspension and Rejection of Entries.* Financial Institution will suspend processing of or reject any Entry which does not comply with the requirements of Section 19 or Section 4, or which contains an Effective Entry Date more than 2 days after the business day such Entry is received by Financial Institution. Financial Institution has the right to suspend processing of or reject an On-Us Entry for any reason for which an Entry may be returned under the *Rules*. Financial Institution has the right to suspend processing of or reject any Entry if Company has failed to comply with its account balance obligations under Section 13. Financial Institution will notify Company by electronic transmission of such suspension or rejection no later than the business day such Entry would otherwise have been transmitted by Financial Institution to the ACH Operator, or in the case of an On-Us Entry, its Effective Entry Date. Financial Institution will have no liability to Company by reason of the suspension or rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

If any Entries are rejected by the ACH Operator for any reason, it is the responsibility of Company to remake such Entries. Should the file be rejected due to an error caused by Financial Institution, Financial Institution is responsible for remaking the file. In such a case, Company will supply sufficient information, as required in Section 26, to allow Financial Institution to recreate the entries for up to five (5) business days after midnight of the Settlement Date.

8. *Cancellation or Amendment by Company.* Company has no right to cancel or amend any Entry after its receipt by Financial Institution. However, Financial Institution will use reasonable efforts to act on a request by Company to cancel an Entry prior to transmitting it to the ACH Operator, or in the case of an On-Us Entry, prior to crediting or debiting a Receiver's account. Company will reimburse Financial Institution for any expenses, losses, or damages Financial Institution may incur in effecting or attempting to affect the cancellation or amendment of an Entry.
9. *Notice of Returned Entries.* Financial Institution will promptly notify Company by electronic transmission of the receipt of a returned Entry from the ACH Operator.
10. *Notifications of Change.* Financial Institution will notify Company by electronic transmission of all Notifications of Change received by Financial Institution related to Company's Entries no later than two (2) banking days after receipt thereof. Company will ensure that changes requested by Notifications of Change for recurring payments are made within six (6) banking days of Company's receipt of the information or prior to initiating another Entry to the Receiver's account, whichever is later. If Company fails to correct the Entry, NACHA may impose fines that may be debited from Company's account.
11. *Reinitiation of Entries.* Company may not reinitiate Entries except as prescribed by the *Rules*.
12. *Payment by Company for Entries; Payment by ODFI for Entries.*
- (a) Company will pay Financial Institution the amount of each credit Entry (including On-Us Entries) transmitted by Financial Institution pursuant to this Agreement at such time on the Settlement Date with respect to such credit Entry as Financial Institution, at its discretion, may determine.
 - (b) Company will pay Financial Institution the amount of each debit Entry returned by a Receiving Depository Financial Institution ("RDFI") pursuant to this Agreement.

(c) Financial Institution will pay Company the amount of each debit Entry (including On-Us Entries) transmitted by Financial Institution pursuant to this Agreement at such time on the Settlement Date with respect to such debit Entry as Financial Institution, at its discretion, may determine.

(d) Financial Institution will promptly pay Company the amount of each credit Entry returned by a RDFI pursuant to this Agreement.

13. *The Account.* Financial Institution may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the account(s) of Company identified in the attached Schedule [C] (each, an "Account"), and will credit the Account for any amount received by Financial Institution by reason of the return of an Entry transmitted by Financial Institution for which Financial Institution has previously received payment from Company. Such credit will be made as of the day of such receipt by Financial Institution. Company will at all times maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Agreement. If there are not sufficient available funds in the Account to cover Company's obligations under this Agreement, Company agrees that Financial Institution may debit any account maintained by Company with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement.

Upon request of Financial Institution, Company agrees to promptly provide to Financial Institution information pertaining to Company's financial condition. Financial Institution reserves the right to pull a credit report at any time to evaluate Company's ongoing financial condition.

14. *Account Reconciliation and Periodic Statement.* The periodic statement issued by Financial Institution for Company's Account will reflect Entries credited and debited to Company's Account. Company agrees to notify Financial Institution promptly of any discrepancy between Company's records and the information shown on any such periodic statement. If Company fails to notify Financial Institution within 2 day(s) of receipt of a periodic statement, Company agrees that Financial Institution will not be liable for any other losses resulting from Company's failure to give such notice, including any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If Company fails to notify Financial Institution within 2 days of receipt of a periodic statement, Company will be precluded from asserting such discrepancy against Financial Institution.

15. *Company Representations and Agreements; Indemnity.* Company agrees that (a) each person shown as the Receiver on an Entry received by Financial Institution from Company has authorized the initiation of such Entry and the crediting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting by Financial Institution as provided herein, (c) Entries transmitted to Financial Institution by Company are limited to those types of Entries set forth in this Agreement, (d) Company will perform its obligations under this Agreement in accordance with all applicable laws and regulations, and (e) Company will be bound by and comply with the *Rules* as in effect from time to time, including without limitation the provision of the *Rules* that makes payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and specifically acknowledges that if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and Company will not be deemed to have paid the Receiver. Company will indemnify Financial Institution against any loss liability or expense (including attorneys' fees and expenses) resulting from any breach of any of the foregoing agreements.

16. *Financial Institution Responsibilities; Liability; Limitations on Liability; Indemnity.*

- (a) Financial Institution is responsible only for performing the services expressly provided for in this Agreement, and is liable only for its negligence in performing those services. Financial Institution is not responsible for Company's acts or omissions (including without limitation to the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from Company) or those of any other person, including without limitation to any Federal Reserve Bank or transmission or communications facility, any Receiver or RDFI (including without limitation to the return of an Entry by such Receiver or RDFIs), and no such person will be deemed Financial Institution's agent. Company agrees to indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from any claim of any person that Financial Institution is responsible for, any act of omission by Company or any other person described in this Section.
- (b) Financial Institution is only liable for Company's actual damages due to claims arising solely from Financial Institution's obligations to Company with respect to Entries transmitted pursuant to this Agreement. In no event will Financial Institution be liable for any consequential, special, punitive or indirect loss or damage that Company may incur or suffer in connection with this Agreement, including losses or damage from subsequent wrongful dishonor resulting from Financial Institution's acts or omissions pursuant to this Agreement.
- (c) Financial Institution is excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Financial Institution's control. In addition, Financial Institution is excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or if Financial Institution reasonably believes it would violate any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
- (d) Financial Institution's liability for loss of interest resulting from its error or delay will be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At Financial Institution's option, payment of such interest may be made by crediting the Account.

17. *Compliance with Security Procedures.*

- (a) If an Entry (or a request for cancellation or amendment of an Entry) received by Financial Institution purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry (or request) and Company will be obligated to pay Financial Institution the amount of such Entry (or request) even though the Entry (or request) was not authorized by Company, whether or not Financial Institution acted in compliance with the security procedure referenced in Schedule [A]. If signature comparison is to be used as a part of that security procedure, Financial Institution will be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries (or request) with the signature of an Authorized Representative of Company and, on the basis of such comparison, believes the signature to be that of such Authorized Representative.

18. *Inconsistency of Name and Account Number.* Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted to the RDFI might be made by the RDFI (or by Financial Institution in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Financial Institution is not excused in such circumstances.
19. *Transmittal of Entries by Company.* Company will transmit Entries to Financial Institution in compliance with the formatting and other requirements set forth in the attached Schedule [A], as we update it from time to time.
20. *Exposure Limits.* Company's ability or originate Entries under this Agreement is subject to ACH exposure limits in accordance with the *Rules*. The total dollar amount of Entries transmitted, frequency of origination and payment application (debits or credits) originated by Company to Financial Institution must comply with limits set forth in the attached Schedule [F].
21. *Reporting Requirement.* Financial Institution will provide reporting information to NACHA regarding Company if Company's return rate for unauthorized Entries exceeds the Unauthorized Entry Return Rate Threshold, the Administrative Return Rate Level or Overall Return Rate Level as required by the *Rules*.
22. *Specific Entry Types.* The *Rules* contain special requirements and impose additional obligations on Financial Institution when it acts as ODFI with respect to certain Entry types. As a result, Financial Institution must obtain additional agreements and representations from Company with respect to those Entry types. Those additional agreement and representations are set forth for each Entry type below. If Company sends any of the Entry types below, it automatically makes the additional agreements and representations that are set forth for that Entry type below.

(a) Prearranged Payment and Deposit Entry (PPD).

Assumption of ODFI Warranties. Company warrants to Financial Institution that Company makes the warranties and assumes the liabilities of Financial Institution under the PPD Rules, including Company:

- (i) Will obtain Authorization for PPD Entries in accordance with the *Rules* and U.S. law and will retain a record of the authorization for a period of two (2) years from the termination or revocation of the Authorization. Company will, upon request within 2 business days, provide Financial Institution an original or copy of the Receiver's Authorization for PPD Entries.
- (ii) Will not send prenotifications three (3) banking days prior to initiating the first Entry to a Receiver's account. Company will provide any such notice to Financial Institution in the format and on the medium provided in the *Rules* and Schedule A. Should Company receive notice that any such pre-notification has been rejected by an RDFI or the ACH Operator, Entries will not be initiated. Should Company receive a Notification of Change from an RDFI, such Entries will not be initiated unless the requested changes have been made.
- (iii) Provides written notification to the Receiver ten (10) calendar days in advance if the amount of the Entry varies from the previous one, unless the Authorization indicates variable amounts.

(iv) Provides written notification to the Receiver seven (7) calendar days in advance of the new debit date if the date of the debit changes.

(b) Corporate Payment Applications (CTX) (CCD+) (CCD).

(i) *Prenotifications.* Company will not send prenotifications three (3) banking days prior to initiating the first Entry to a Receiver's account. Company will provide any such notice to Financial Institution in the format and on the medium provided in the *Rules* and Schedule A. Should Company receive notice that any such pre-notification has been rejected by an RDFI or the ACH Operator, Entries will not be initiated. Should Company receive a Notification of Change from an RDFI, such Entries will not be initiated unless the requested changes have been made.

(ii) *Uniform Commercial Code Article 4A (UCC-4A) Disclosure.* In regards to the origination of "wholesale credit" Entries, (defined as corporate ACH credit transfers containing Standard Entry Class Codes "CCD" and "CTX"), the following disclosure is provided:

1. the Entry may be transmitted through the ACH;
2. the rights and obligations of the Originator concerning the Entry will be governed by and construed in accordance with the laws of the State of Iowa;
3. credit given by the RDFI to the Receiver for the Entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of the UCC Article 4A; and
4. if the RDFI does not receive such payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and the Originator will not be considered to have paid the amount of the credit Entry to the Receiver.

23. *Payment for Services.* Company will pay Financial Institution the charges for the services provided for in this Agreement and as set forth in Schedule [D]. Financial Institution will provide Company written notification of changes in fees and services 2 calendar days prior to such changes going into effect. Such charges do not include, and Company will be responsible for payment of, any sales, use, excise, value-added, utility or other similar taxes relating to the services provided for in this Agreement, and any fees or charges provided for in this Agreement between Financial Institution and Company with respect to the Account.

24. *Amendments.* From time to time Financial Institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of the Schedules attached hereto. Such amendments will become effective upon receipt of notice by Company or such later date as may be stated in Financial Institution's notice to Company.

25. *Notices and Instructions.*

- (a) Except as otherwise expressly provided herein, Financial Institution is not required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.
- (b) Financial Institution is entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been received from an Authorized

Representative. The names and signatures of Authorized Representatives are set forth in Schedule [E] attached hereto. Company may add or delete any Authorized Representative by written notice to Financial Institution signed by at least two Authorized Representatives other than that being added or deleted. Such notice will be effective on the 2 business day following the day of Financial Institution's receipt.

- (c) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement must be delivered or sent to the following unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice will be deemed given when received by:

If to Financial Institution:

Attention: ACH Department _____

Address: 1401 N Jefferson Way _____

City, State, Zip: Indianola, IA 50125 _____

Facsimile: 515-961-5880 _____

E-mail: ACH2@trubank.bank or support@TruBank.bank _____

And, if to Company: Indianola Municipal Utilities (IMU)

Attention: IMU General Manager

Address: PO Box 299 _____

City, State, Zip: Indianola, IA 50125 _____

Facsimile: _____

E-mail: _____

26. *Data Retention.* Company will retain data on file adequate to permit remaking of Entries for 180 days following the date of the transmittal by Financial Institution as provided here, and will provide such data to Financial Institution upon its request.
27. *Third Parties.* Company will enter into a contract with, and assume full liability for any action made by, any third-party processor used by Company to initiate Entries on its behalf. Company will notify Financial Institution of the use of any third-party.
28. *Obligations of a Third-Party Sender.* The *Rules* contain special requirements and impose additional obligations on Financial Institution when it acts as Company's ODFI with respect to Entries Company sends as a Third-Party Sender. If Company sends Financial Institution any Entries as a Third-Party Sender, Company automatically makes the additional agreements and representations to Financial Institution that are contemplated by the *Rules*.
29. *Reversing Entries.* Company will notify the Receiver of the reversing Entry and reason no later than the Settlement Date of the reversing Entry. This notification may be made by Company's method of choice (fax, telephone, etc.).

30. *Audit.* Financial Institution has the right to audit Company's compliance with the *Rules*, U.S. law, and Financial Institution policies. Company will provide reasonable assistance and information to conduct such audit, including reasonable access to operating systems, policies, procedures, records, and other materials.
31. *Termination.* Either party may terminate this Agreement upon ten (10) days' written notice to the other party. In addition, Financial Institution may terminate this Agreement or suspend Company's use of the ACH origination service under this Agreement immediately and without giving Company prior written notice if Company has breached the *Rules*, any entry Company transmits to Financial Institution or any of Company's acts or omissions might cause Financial Institution to breach the *Rules* or any representations or warranties Financial Institution makes under the *Rules*, or Financial Institution believes termination or suspension is necessary for Financial Institution to comply with the *Rules*. Any termination or suspension of this Agreement will not affect any of Financial Institution's rights or Company's obligations with respect to Entries transmitted prior to such termination or suspension, or the payment obligations of Company with respect to services performed by Financial Institution prior to termination or suspension.
32. *Cooperation in Loss Recovery Efforts.* In the event of any damages for which Financial Institution or Company may be liable to each other or to any third-party pursuant to the services provided under this Agreement, Financial Institution and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against any third-party.
33. *Entire Agreement.* This Agreement, including the Schedules attached hereto, together with the Account Agreement, is the complete and exclusive statement of the Agreement between Financial Institution and Company with respect to the subject matter hereof and supersedes any prior Agreement(s) between Financial Institution and Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement will govern. If performance of the services provided herein would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement will be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution will incur no liability to Company as a result of such violation or amendment.
34. *Non-Assignment.* Company may not assign this Agreement or any of the rights or duties hereunder to any person without Financial Institution's prior written consent.
35. *Waiver.* Financial Institution may waive enforcement of any provisions of this Agreement. Any such waiver will not affect Financial Institution's rights with respect to any other transaction or modification of the terms of this Agreement.
36. *Binding Agreement; Benefit.* This Agreement is binding upon and benefits the parties to this Agreement and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person has any right against Financial Institution or Company under this Agreement.

37. *Severability.* If any provision of this Agreement is determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement will not be impaired or otherwise affected and will continue to be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Indianola Municipal Utilities
Company

TruBank
Financial Institution

Signed By

Signed By

Printed/Typed Name

Printed/Typed Name

Title

Title

IMU Regular Downstairs
Meeting Date: 02/24/2020

11. D.

Information

Subject
Sick Leave Policy

Information

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs

11. D. 1.

Meeting Date: 02/24/2020

Information

Subject

Discussion and direction about the usage of the City of Indianola policies absent of an IMU policy.

Information

Currently, IMU does not have some specific policies in place. Board will need to direct IMU staff on the usage of City of Indianola policies absent a specific IMU policy.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 02/24/2020

Information

Subject

Resolution approving the terms of the leave donation policy.

Information

Board will need to consider a resolution approving the terms of the sick leave policy.

Simple motion is in order.

Fiscal Impact

Attachments

Leave Donation Policy

Leave Donation Form

Leave Receiving Form

Resolution Approving Policy

If an employee plans to return to work following an unpaid leave taken under this section, the employee must notify his/her Department Head before the end of the leave. The City will attempt to restore the employee to the position the employee held at the start of the leave, or in a comparable position, if possible. If no such position is available, the employee's employment will be terminated.

7.13 LEAVE DONATION

The City of Indianola recognizes that employees may have a family medical emergency or be affected by a major disaster, resulting in a need for additional time off in excess of their available sick/vacation/personal time. To address this need, all eligible employees will be allowed to donate accrued paid sick, vacation or personal leave hours from their unused balance to their co-workers in need of additional paid time off, in accordance with the policy outlined below. This policy is strictly voluntary.

Eligibility

Employees must be employed with the City of Indianola for a minimum of one year to be eligible to donate and/or receive donated sick/personal time.

Guidelines

Employees who would like to make a request to receive donated sick/vacation/personal time from their co-workers must be determined by Human Resources to have a situation that meets the following criteria:

Medical emergency, defined as a medical condition of the employee or an immediate family member that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available. An immediate family member is defined as a spouse, child or parent.

Major disaster, defined as a disaster declared by the president under §401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), or as a major disaster or emergency declared by the president pursuant to 5 U.S.C. §6391 for federal government agencies. An employee is considered to be adversely affected by a major disaster if the disaster has caused severe hardship to the employee or to a family member of the employee that requires the employee to be absent from work.

Donation of Sick/Vacation/Personal Time

- The donation of sick/vacation/personal time is strictly voluntary.
- The donation of sick/vacation/personal time is on an hourly basis, without regard to the dollar value of the donated or used leave.
- The minimum number of sick/vacation/personal hours that an eligible employee may donate is 1 hour per calendar year; the maximum is 40 hours or no more than 50 percent of the employee's current balance.
- Employees cannot borrow against future sick/vacation/personal time to donate.
- Employees who are currently on an approved leave of absence cannot donate sick/personal time.

- Once the donation has been transferred, it cannot be returned to the donating employee.

Donation Process

If an employee would like to donate sick/vacation/personal time to an employee who meets the criteria listed under Guidelines, the donating employee will fill out the Leave Donation form and submit it to Human Resources. Human Resources will confirm that the donating employee has the accrued time in their leave balance and that the receiving employee has exhausted all their accrued time. Human Resources will then request the individual's written consent to receive the donation. The donated time will be paid out with the next payroll at the receiving employee's rate of pay.

Employees who receive donated sick/vacation/personal time may receive no more than 480 hours (12 weeks) within a rolling 12-month period.

Nothing in this policy will be construed to limit or extend the maximum allowable absence under the Family and Medical Leave Act.



Leave Donation Form – Donating Employee

Today's Date: _____

Donating Employee Name: _____

Phone Number: _____

Receiving Employee Name: _____

Reason for donation: _____

Enter number of whole hours you would like to donate. Minimum is 1 hour; maximum is 40 hours or no more than 50% of your balance.

Sick: _____

Vacation: _____

Personal: _____

Acknowledgement:

I have read and understand the Leave Donation policy in the IMU Employee Handbook. I understand that I am voluntarily donating my leave time and waive my entitlement to the donated leave time. I understand that once the transfer of donation has been made the leave time cannot be returned to me.

Signature: _____

Date: _____

Please return this form to Human Resources.

For Human Resources Use Only

Eligible to donate based on policy: Yes ☐ No ☐

Number of hours approved for donation: _____



Leave Donation Form – Receiving Employee

Today's Date: _____

Receiving Employee Name: _____

Phone Number: _____

Reason for donation: _____

Acknowledgement:

I have read and understand the Leave Donation policy in the IMU Employee Handbook. I acknowledge that I am eligible for a leave donation as outlined in the policy. I approve the leave donation to be added to my leave account.

Signature: _____

Date: _____

Please return this form to Human Resources.

For Human Resources Use Only

Eligible based on policy: Yes ☐ No ☐

Has exhausted all paid leave options: Yes ☐ No ☐

Number of hours approved for donation: _____

To be paid out on paycheck: _____

Indianola Municipal Utilities

RESOLUTION NO

RESOLUTION APPROVING THE TERMS OF THE LEAVE DONATION POLICY

WHEREAS, IMU recognizes that employees may have a family medical emergency or be affected by a major disaster resulting in a need for additional time off in excess of their available leave time; and

WHEREAS, IMU employees may desire to donate leave time to another employee in need; and

WHEREAS, Indianola Municipal Utilities is in need of a leave donation policy; and

WHEREAS, IMU desires to adopt the language in the City of Indianola handbook for Leave Donation for IMU's Leave Donation Policy.

THEREFORE BE IT RESOLVED that Indianola Municipal Utilities Board of Trustees approves the use of the City of Indianola's Leave Donation Policy for IMU employees.

Passed and approved this 24th day February 2020.

Mike Rozga, Chairperson

ATTEST:

Jackie Raffety, Deputy City Clerk

Meeting Date: 02/24/2020

Information

Subject

Resolution affirming named depositories.

Information

The Indianola City Council approved a resolution naming depositories at their February 4 meeting. Board will need to consider a resolution affirming the named depositories.

Roll call is in order.

Fiscal Impact

Attachments

Resolution - Depositories

Indianola Municipal Utilities

Trustee member _____ introduced the following Resolution Naming Depositories and moved its approval. _____ seconded the motion. Question was called for and on roll call the Chairperson declared the motion carried.

RESOLUTION NO

RESOLUTION AFFIRMING THE NAMED DEPOSITORIES

WHEREAS, Iowa Code 12C.2 requires that the approval of financial institutions as depositories shall be by written document which shall be entered of record in the minutes of the approving board, and which shall distinctly name each depository approved, and specify the maximum amount which may be kept on deposit in each depository; and

WHEREAS, the City Council of the City of Indianola has approved the following list of financial institutions to be depositories of the City of Indianola funds in conformance with all applicable provisions of Iowa Code Chapter 12; and

WHEREAS, Indianola Municipal Utilities affirms the named depositories as approved by the City Council and listed below.

THEREFORE BE IT RESOLVED that Indianola Municipal Utilities Board of Trustees designates the following named banks and savings and loans to be depositories of the Indianola Municipal Utilities fund in amounts not to exceed the amount named.

DEPOSITORY NAME	LOCATION OF DEPOSITORY	MAXIMUM BALANCE IN EFFECT UNDER THIS RESOLUTION
TruBank	Indianola, IA	\$5,000,000
City-State Bank	Indianola, IA	\$200,000
People's Bank	Indianola, IA	\$200,000
Banker's Trust	Des Moines, IA	\$35,000,000
Iowa Public Agency Investment Trust	West Des Moines, IA	\$500,000

Passed and approved this 24th day February 2020.

The vote on the Resolution is as follows:

AYES:

NAYS: .

Indianola Municipal Utilities

Mike Rozga, Chairperson

ATTEST:

Jackie Raffety, Deputy City Clerk

IMU Regular Downstairs
Meeting Date: 02/24/2020

12. A.

Information

Subject

Treasurer's Report — Doug Shull.

Information

Treasurer's Report for October 2019.

Fiscal Impact

Attachments

October 2019 Report
October Financials

**FINANCIAL REPORT
MONTH OF OCTOBER, 2019**

Page 1

FUND	Beginning Balance	Monies Received	Monies Disbursed	Transfer In	Transfer Out	Clerk's Balance	% of Total
001 General Government	2,265,192.20	367,928.41	234,235.12	191,989.63	5,498.36	2,585,376.76	
011 Police	1,009,717.05	764,702.77	221,025.35	349,513.83	4,753.58	1,898,154.72	
015 Fire	97,603.15	177,601.96	53,158.38	59,111.43	725.95	280,432.21	
016 Ambulance	(34,835.46)	189,910.36	130,970.55	170,747.59	4,113.69	190,738.25	
041 Library	81,019.23	161,903.73	38,886.71	55,142.52	3,180.86	255,997.91	
042 Park & Recreation	458,756.60	381,584.16	114,588.13	103,951.67	3,757.69	825,946.61	
045 Memorial Pool	123,192.46	41,210.72	11,966.90	2,786.68	-	155,222.96	
071 General Fund Debt Service	56,354.58	-	-	-	-	56,354.58	
099 Franchise Fees-MEC	663,629.45	14,871.91	-	-	-	678,501.36	
GENERAL FUND SUB-TOTAL	4,720,629.26	2,099,762.78	804,831.14	933,243.35	22,030.13	6,926,725.36	
110 Road Use Tax (Streets)	2,003,874.70	183,739.31	118,692.41	-	30,520.13	2,038,401.47	
112 Trust & Agency	10,506.54	844,449.00	-	-	844,449.00	10,506.54	
115 YMCA Maintenance Obligations	444,116.71	-	-	-	-	444,116.71	
121 Local Option Sales Tax	4,443,510.57	106,303.92	-	-	-	4,549,814.49	
125 TIF--Downtown	2,924,513.52	767,665.11	-	-	-	3,692,178.63	
141 Library Special Revenue	66,067.07	729.82	1,764.73	-	-	65,032.16	
142 Park & Rec Special Revenue	118,635.63	228.21	-	-	-	118,863.84	
160 Downtown Revolving Loan	137,138.55	-	-	-	-	137,138.55	
161 Downtown Business Inc Program	108,430.85	-	151.95	-	-	108,278.90	
177 Police Forfeiture	19,830.07	-	-	-	-	19,830.07	
190 Vehicle Reserve	933,829.70	-	99,391.05	-	-	834,438.65	
199 Police Retirement	37,362.63	42.57	-	-	2,083.33	35,321.87	
SPECIAL REVENUES SUB-TOTAL	11,247,816.54	1,903,157.94	220,000.14	-	877,052.46	12,053,921.88	
200 DEBT SERVICE (SUB-TOTAL)	1,081,677.08	234,307.14	55,403.34	7,758.33	-	1,268,339.21	
301 Capital Projects (General)	409,705.66	121,862.32	162,766.46	-	-	368,801.52	
321 Capital Projects (Streets)	8,946.93	-	23,455.24	-	-	(14,508.31)	
344 Community Athletic Facility	-	-	-	-	-	-	
353 Community ReDevelopment (D&D)	22,017.07	68,573.90	-	-	-	90,590.97	
CAPITAL PROJECTS SUB-TOTAL	440,669.66	190,436.22	186,221.70	-	-	444,884.18	
610 Sewer	994,200.42	-	92,306.29	136,132.25	32,564.76	1,005,461.62	
650 Stormwater Utility	549,830.20	17,071.26	33,028.86	-	6,123.00	527,749.60	
670 Recycling	139,954.44	23,645.57	27,255.89	-	798.00	135,546.12	
710 Sewer Capital Projects	1,118,470.04	282,154.60	106,564.24	-	209,431.99	1,084,628.41	
771 Sewer Reserve	114,238.70	-	-	-	-	114,238.70	
781 New Sewer Plant Construction	280,858.30	-	2,000.00	2,083.33	-	280,941.63	
791 Sewer Revenue Bonds	500,730.36	-	-	68,783.08	-	569,513.44	
820 Health Insurance	1,477,298.41	123,717.59	79,661.65	-	-	1,521,354.35	
830 Health Reimbursement Account	38,569.60	-	3,689.25	-	-	34,880.35	
840 Flex/STD	186,684.64	484.60	530.52	-	-	186,638.72	
850 Liability Insurance Reserve--City	19,935.07	19.34	-	-	-	19,954.41	
CITY UTILITY & IS SUB-TOTAL	5,420,770.18	447,092.96	345,036.70	206,998.66	248,917.75	5,480,907.35	
TOTAL CITY FUNDS	22,911,562.72	4,874,757.04	1,611,493.02	1,148,000.34	1,148,000.34	26,174,777.98	63%
TOTAL IMU FUNDS	15,128,701.00	2,336,335.10	2,260,358.38	175,341.67	175,341.67	15,204,677.72	37%
GRAND TOTAL CITY & IMU	38,040,263.72	7,211,092.14	3,871,851.40	1,323,342.01	1,323,342.01	41,379,504.46	
Cross Check Total						41,379,455.70	
Investments						Clerk's Balance	41,379,455.70
Bankers Trust	\$ 21,545,944.73	1.86%				Outstanding Deposit	
Iowa Public Agency Inv. Trust	\$ 115,451.13	1.56%				Bank Adjustment	\$ (10,715.56)
Payroll Account, TruBank	\$ -					Plus Outstanding Checks	\$ 122,693.44
Checking Account, TruBank	\$ 109,944.02	0.15%				Outstanding Deposit	
Sweep Account, TruBank	\$ 6,120,627.38	2.15%				Plus Outstanding Checks-	
Indianola Hometown Pride, TruBank	\$ 427.58					Telecom Tru Bank Account	
Indianola EMS - TruBank	\$ 922,425.89					Outstanding Deposit - Telecom	\$ (1,711.64)
Wells Fargo	\$ 1,696.94					Plus Bank Adjustment	
City USDA Funds - TruBank	\$ 75,000.00						
Bankers Trust IMU Elec Fiber Project	\$ 7,245,217.14	1.70%					
Bankers Trust IMU Debt Reserve - Peoples B	\$ 893,955.43	1.70%					
IMU USDA Funds - TruBank	\$ 375,000.00						
IMU Telecom - TruBank	\$ 430,614.87						
IMU Commercial Account	\$ 3,653,416.83						
BANK BALANCE	41,489,721.94					41,489,721.94	

600 Water	758,939.34	227,599.26	147,614.29	0.00	80,900.00	758,024.31
620 IMU Administration	-137,862.47	156,303.32	57,147.80	0.00	0.00	-38,706.95
625 Revolving Economic Development	113,001.01	116.09	0.00	0.00	0.00	113,117.10
626 USDA RLF	375,000.00	0.00	0.00	0.00	0.00	375,000.00
630 Electric	6,309,555.72	1,553,441.08	1,430,196.05	22,566.67	94,441.67	6,360,925.75
640 Fiber/Communications	25,318.67	99,356.66	45,769.06	0.00	0.00	78,906.27
640 Fiber/Communications-eLation	497,652.17	202,031.62	227,020.68	0.00	0.00	472,663.11
700 Water Capital Projects	1,665,703.00	0.00	18,341.50	58,333.33	0.00	1,705,694.83
730 Electric Capital Projects	4,487,839.09	96,976.58	37,344.80	0.00	0.00	4,547,470.87
740 Fiber/Comm Capital Projects	20,475.58	495.00	0.00	0.00	0.00	20,970.58
740 Fiber/Comm Capital Projects-eLation	52,794.69	0.00	109,002.16	0.00	0.00	-56,207.47
770 Water Reserve	0.00	-	-	-	-	0.00
773 Electric Reserve	0.00	-	-	-	-	0.00
780 Water Capital Improvement	75,000.00	-	-	-	-	75,000.00
783 Electric Improvement	0.00	-	-	-	-	0.00
790 Water Revenue Bonds	0.00	-	-	-	-	0.00
793 Electric Revenue Bonds	871,313.82	-	187,922.04	94,441.67	-	777,833.45
855 Liability Insurance Reserve--IMU	13,970.38	15.49	-	-	-	13,985.87
IMU SUB-TOTAL	15,128,701.00	2,336,335.10	2,260,358.38	175,341.67	175,341.67	15,204,677.72

<u>INTEREST DISTRIBUTION</u>	INTEREST		CALYTD	FYTD
	INCOME	% OF TOTAL		
Electric Funds	\$ 14,842.00	32.57%	\$ 196,196.52	\$ 82,541.10
Water Funds	\$ 2,916.45	6.40%	\$ 36,491.66	\$ 14,958.23
Sewer Funds	\$ 3,249.11	7.13%	\$ 50,364.18	\$ 18,116.82
Police Retirement	\$ 50.13	0.11%	\$ 810.54	\$ 278.47
TIF	\$ 3,367.59	7.39%	\$ 8,682.48	\$ 8,682.48
All other	\$ 21,144.25	46.40%	\$ 338,567.88	\$ 122,858.02
TOTAL	\$ 45,569.53	100.00%	\$ 631,113.26	\$ 247,435.12

**Water Utility
Fund Summary
October 31, 2019**

	FY2020 Beg Fund Balance	YTD *Revenue	YTD **Expenditures	FY2020 YTD Fund Balance	Prior Year YTD Fund Balance	*Rev Compared to Budget	**Exp Compared to Budget	Notes
						\$ 2,678,400 \$ 700,000	\$ 2,547,200 \$ 700,000 33.33%	O&M Budget Revenue & Expenses Capital Budget Revenue & Expenses Percent of Budget Comparison for October
600 Water O&M	\$ 634,664	\$ 909,255	\$ 785,894	\$ 758,025	\$ 635,041	33.95%	30.85%	
700 Water Capital	\$ 1,502,999	\$ 233,332	\$ 30,636	\$ 1,705,695	\$ 1,465,574	33.33%	4.38%	
790 Water Rev. Bonds	\$ -	\$ -	\$ -	\$ -	\$ 102,500			
780 Water Impr. Reserves	\$ 75,000	\$ -	\$ -	\$ 75,000	\$ 75,000			
Total	\$ 2,212,663	\$ 1,142,587	\$ 816,530	\$ 2,538,720	\$ 2,278,115			
Reserve Targets:								
600 Water O&M				\$ 600,100				25% of Budgeted O&M Expenses
700 Water Capital				\$ 517,000				2% of Capital Assets
Total				\$ 1,117,100				
Over (Under) Reserve:								
600 Water O&M				\$ 157,925				
700 Water Capital				\$ 1,188,695				
Total				\$ 1,346,620				

Other Operating Data	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	YTD
Gallons Billed	31,227,259	39,885,922	33,197,878				104,311,059
Inventory on Hand \$	44,000	43,577	42,978	43,234			
Prior Year	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	YTD
Gallons Billed	32,469,720	35,088,656	37,643,363	29,243,167	30,070,999	27,028,445	191,544,350
Inventory on Hand \$	38,510	39,347	38,050	38,063	38,964	39,238	

**Electric Utility
Fund Summary
October 31, 2019**

	FY2020 Beg Fund Balance	YTD *Revenue	YTD **Expenditures	FY2020 YTD Fund Balance	Prior Year YTD Fund Balance	*Rev Compared to Budget	**Exp Compared to Budget	Notes
						\$ 15,936,100 \$ 1,249,300	\$ 15,512,100 \$ 913,000 33.33%	O&M Budget Revenue & Expenses Capital Budget Revenue & Expenses Percent of Budget Comparison for October
630 Electric O&M	\$ 5,429,671	\$ 6,184,445	\$ 5,253,190	\$ 6,360,926	\$ 4,926,656	38.81%	33.87%	
730 Electric Capital	\$ 4,302,969	\$ 417,668	\$ 173,166	\$ 4,547,471	\$ 4,912,261	33.43%	18.97%	
793 Electric Rev. Bonds	\$ 587,989	\$ 377,767	\$ 187,922	\$ 777,834	\$ 632,242			
625 Revolving Econ Dev	\$ 112,402	\$ 715	\$ -	\$ 113,117	\$ 110,854			
626 USDA RLF	\$ 375,000	\$ -	\$ -	\$ 375,000	\$ 375,000			
Total	\$ 10,808,031	\$ 6,980,595	\$ 5,614,278	\$ 12,174,348	\$ 10,957,013			
Reserve Targets:								
630 Electric O&M				\$ 3,793,900				25% of Budgeted O&M Expenses
730 Electric Capital				\$ 2,200,400				4% of Capital Assets
Over (Under) Reserve:								
630 Electric O&M				\$ 2,567,026				
730 Electric Capital				\$ 2,347,071				

Other Operating Data	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	YTD
kwh's Billed	10,875,613	14,114,059	12,339,511	10,526,904	0	0	47,856,087
Inventory on Hand \$	973,931	992,484	1,475,948	1,092,142			
Prior Year	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	YTD
kwh's Billed	12,905,316	12,914,568	13,896,550	10,373,237	9,597,519	10,016,082	69,703,272
Inventory on Hand \$	1,057,620	1,062,310	1,044,176	1,040,119	1,025,394	1,031,800	

**Fiber Utility
Fund Summary
October 31, 2019**

	FY2020 Beg Fund Balance	YTD *Revenue	YTD **Expenditures	FY2020 YTD Fund Balance	Prior Year YTD Fund Balance	*Rev Compared to Budget	**Exp Compared to Budget	Notes
						\$ 4,053,800 \$ 732,000	\$ 4,023,200 \$ 732,000 33.33%	O&M Budget Revenue & Expenses Capital Budget Revenue & Expenses Percent of Budget Comparison for October
640 Fiber O&M	\$ 586,724	\$ 1,028,112	\$ 1,063,266	\$ 551,570	\$ 574,259	25.36%	26.43%	
740 Fiber Capital	\$ (147,534)	\$ 642,198	\$ 529,900	\$ (35,236)	\$ (33,955)	87.73%	72.39%	Bond Proceeds, New System Construction
Total	\$ 439,190	\$ 1,670,310	\$ 1,593,166	\$ 516,334	\$ 540,304			
Reserve Targets:								
640 Fiber O&M				\$ 946,100				25% of Budgeted O&M Expenses
740 Fiber Capital				\$ 79,200				2% of Capital Assets as of 6-30-17
Total				\$ 1,025,300				
Over (Under) Reserve:								
640 Fiber O&M				\$ (394,530)				
740 Fiber Capital				\$ (114,436)				
Total				\$ (508,966)				

Other Operating Data	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
Subscriptions	1,059	1,249	1,503	1,717		
Inventory on Hand \$	179,061	146,578	127,038	97,257		
Prior Year	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
Subscriptions	0	0	0	0	31	31
Inventory on Hand \$	0	254,046	316,201	347,541	519,158	515,095

IMU Admin
Fund Summary
October 31, 2019

620 Utility Services

IMU Admin

Total

FY2019 Beg Fund Balance	YTD *Revenue	YTD **Expenditures	FY2019 YTD Fund Balance	Prior Year YTD Fund Balance	*Rev Compared to Budget	**Exp Compared to Budget	Notes
					\$ 718,800	\$ 718,800	O&M Budget Revenue & Expenses
						33.33%	Percent of Budget Comparison for October
\$ -	\$ 122,960	\$ 124,630	\$ (1,670)				
\$ -	\$ 100,567	\$ 100,774	\$ (207)				
\$ -	\$ 223,527	\$ 225,404	\$ (1,877)		31%	31%	

IMU Regular Downstairs

12. B.

Meeting Date: 02/24/2020

Information

Subject

The investment policy will be brought forward to the next Board meeting for approval.

Information

The Indianola City Council approved the City's investment policy as part of the Council Policy folder on February 18. The Board will need to approve an IMU investment policy at their next meeting.

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs

13. A.

Meeting Date: 02/24/2020

Information

Subject

Closed session to discuss marketing and pricing strategies and proprietary information of the telecommunication division whose competitive position will be harmed by public disclosure that is not required of potential or actual competitors and no public purpose is served by such disclosure, pursuant to Section 388.9(1) Code of Iowa.

Information

Roll call to go into closed session is in order.

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs

13. B.

Meeting Date: 02/24/2020

Information

Subject

After the closed session, the IMU Board of Trustees may take action on any matter discussed in closed session.

Information

Fiscal Impact

Attachments

No file(s) attached.
